

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000006738
Whitehill Firewood & Logging
34 US Rte 5
Waterford VT 05819
USA

Contract ID 0000000000000000000015566		Page 1 of 3
Contract Dates 08/01/2009 to 07/31/2010		Origin CPS
Description: CPS-FIREWOOD/LOGWOOD		Contract Maximum \$9,999,999.00
Buyer Name Laraway, Elizabeth	Buyer Phone 828-4658	Contract Status Approved

Phone #: 802-748-4480

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		FIREWOOD/LOGWOOD	CRD	0.01000	0.00	0.00

NORTHEAST REGIONAL CORRECTIONAL FACILITY (NERCF) AND CALEDONIA COMMUNITY WORK CAMP (CCWC):

AT LEAST 200 CORDS WILL BE LOG LENGTH AND THE OTHER 200 MAY BE CUT, SPLIT AND DELIVERED. NERCF AND CCWC RESERVE THE RIGHT TO REQUEST ALL CORDS BE LOG LENGTH OR ALL CORDS BE CUT, SPLIT AND DELIVERED.

LOG WOOD: ESTIMATED LENGTH 16 FEET LONG - PRICE PER CORD \$90.00

CUT WOOD: LENGTH 16 INCHES UP TO 24 INCHES MAXIMUM - PRICE PER CORD \$135.00

MAXIMUM DIAMETER: NOT TO EXCEED 10 INCHES
MAXIMUM CHUNK WEIGHT: NOT TO EXCEED 50 POUNDS

SPECIES: HARDWOODS, INCLUDING BEECH, ANY MAPLE, ASH, CHERRY, ANY BIRCH, HOPHORNBEAM, BUTTERNUT, OTHERS AS APPROVED. NO SOFTWOODS, NO POPLAR, NO WASTE LUMBER, NO TREATED WOOD OR PAINTED WOOD.

CONDITION: GREEN

LOCATION: NORTHEAST REGIONAL CORRECTIONAL FACILITY 1270 US ROUTE 5, ST. JOHNSBURY, VT 05819

LOCATION: CALEDONIA COMMUNITY WORK CAMP: 1266 US ROUTE 5, ST. JOHNSBURY, VT 05819
AREA: NERCF AND CCWC: WOOD IS TO BE DELIVERED TO THE DESIGNATED AREA AT THE

CONTRACTOR'S EXPENSE IN LOADS OF 2-5 CORDS. SUPPLIER IS TO UNLOAD WOOD WITHOUT ASSISTANCE UNLESS OTHERWISE AGREED TO. DO NOT DELIVER WOOD IN THE DARK. DELIVER WOOD BETWEEN 8:00 AM AND 4:00 PM MONDAY THROUGH FRIDAY. DELIVERY DATES AND TIMES ARE TO BE CLEARED WITH THE FOLLOWING OFFICIALS:

CHRIS OWENS 802-751-1465 (CALEDONIA COMMUNITY WORK CAMP)
DAN FLORENTINE 802-751-1407 (NORTH EAST REGIONAL CORRECTIONAL FACILITY)

DELIVERY SLIPS: VENDOR IS REQUIRED TO LEAVE A WEIGHT SLIP TO VERIFY DELIVERY. VENDOR IS REQUIRED TO OBTAIN A SIGNATURE OF EITHER A DEPARTMENT OF CORRECTIONS REPRESENTATIVE OR BUILDINGS AND GENERAL SERVICES REPRESENTATIVE EMERGENT SITUATIONS: ACCESS TO AND FROM THE FACILITIES MAY BE DENIED OR RESTRICTED DURING EMERGENT SITUATIONS. IF CONTRACTOR'S ACCESS TO THE FACILITY IS DENIED OR DELAYED DUE TO AN EMERGENCY SITUATION AT THE FACILITY, THE STATE WILL EXTEND THE REQUIRED DELIVERY PERIOD FOR AN EQUAL AMOUNT OF TIME.

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR FIREWOOD - NORTHEAST REGIONAL CORRECTIONAL FACILITY/CALEDONIA COMMUNITY WORK CAMP ISSUED JUNE 24, 2009 AND VENDOR'S RESPONSE DATED JULY 7, 2009.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING

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CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
BETSY LARAWAY
PURCHASING AGENT
802-828-4658

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
FAX # 802-828-2222						
betsy.laraway@state.vt.us						

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____